

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
IN AND FOR THE COUNTY OF YAVAPAI**

FILED
DATE: 09/17/10
5:00 O'Clock P.M.
JEANNE HICKS, CLERK
BY: HEATHER SMITH
Deputy

STATE OF ARIZONA,

(Plaintiff)

vs

JURY QUESTIONS - Sealed

Case No. : P1300CR20081339

Trial Date: SEPTEMBER 17, 2010

STEVEN CARROLL DEMOCKER
(Defendant)

The attached sheets are the original jury questions asked by members of the Jury regarding the above referenced trial.

1. Questions from the Jury to the Court:

Thurs. 9/16/10

Attention Judge Warren Darrow:

How ironic that nearly a week ago I sat in front of you & spoke of how "marvelously" all of us jurors were doing on the whole. Now, it behooves me to inform you that I mouthed-off to a fellow juror as we left the jury room today..... not regarding the trial, but him.

Respectfully,


JUDGE DARROW,

ON MONDAY 9-13-2010 AT 6PM I WAS SERVED WITH A NOTICE TO APPEAR IN JUDGE MACKAY'S COURT ROOM 304 AT 9AM MONDAY 9-20-2010 FOR A FORCIBLE ENTRY AND DETAINER.

SINCE MONDAY 9-13-2010 I HAVE ACCEPTED AN OFFER THRU THE NOTEHOLDER'S (PENNYMAC/CITIMORTGAGE) RELOCATION ASSISTANCE PROGRAM TO VACATE THE PROPERTY BY 9-30-2010. I DELIVERED A COPY OF THE RELOCATION AGREEMENT TO JUDGE MACKAY'S CLERK TODAY 9-17-2010, AND HAVE BEEN IN CONTACT WITH THE NOTE HOLDERS ATTORNEY'S.

I HAVE PUT TOGETHER THE HELP NEEDED TO MOVE TO ANOTHER HOME IN CHINO VALLEY AND HAVE ALREADY STARTED THE PROCESS. I HAVE THE ABILITY TO COMPLETE THE MOVE ON TIME, WHILE WORKING AROUND THE TRIAL SCHEDULE.

THIS MOVE SHOULD NOT EFFECT MY ABILITY TO SERVE AS A JUROR IN THIS TRIAL.

[REDACTED]

1 **PERRY & SHAPIRO, L.L.P.**

2 3300 N. Central Ave., #2200

3 Phoenix, Arizona 85012

4 (602) 222-5711

5 Facsimile (602) 222-5701

6 Facsimile (847) 627-8802

7 Christopher R. Perry, Bar # 009801

8 Jason P. Sherman, Bar # 019999

9 Attorneys for the Plaintiff

10 [File 10-005612 DEB]

SEP 13 2010

7 SUPERIOR COURT FOR THE STATE OF ARIZONA
8 YAVAPAI COUNTY

9 CITIMORTGAGE, INC, its
10 assignees and/ or successors-
11 in-interest,
12 Plaintiff,

13 v.

14 [REDACTED] Occupants and Parties-In-
15 Possession,
16 Defendant(s).

Case No. [REDACTED]

SUMMONS

(Forcible Entry
and Detainer)

17 **REQUESTS FOR REASONABLE ACCOMMODATIONS FOR PERSON WITH
18 DISABILITIES MUST BE MADE TO THE COURT BY PARTIES AT LEAST 3
19 WORKING DAYS IN ADVANCE OF A SCHEDULED COURT PROCEEDING.**

20 FROM THE STATE OF ARIZONA TO: .

21 The Defendants: [REDACTED]
22 and Any Parties-In-Possession

23 **YOU ARE HEREBY SUMMONED** to appear and defend in this
24 action pursuant to A.R.S. § 12-1175 at the following place and
time.

BEFORE: *Judge David L. Hacker*

DATE AND TIME: [REDACTED]

PLACE: *Division One, Room 304*

1 Plaintiff seeks to recover possession of the property
2 generally described as [REDACTED]
3 [REDACTED]

4 **YOU ARE HEREBY NOTIFIED** that in case of your failure
5 to appear and defend at the time and place shown above, judgment
6 by default may be rendered against you for the relief demanded
7 in the Complaint. The name and address of the plaintiff's
8 attorney is shown at the top left corner of page one of this
9 Summons.

10 Requests for reasonable accommodation for persons with
11 disabilities must be made to the division assigned to the case
12 by parties at least three (3) judicial days in advance of a
13 scheduled court proceeding.

14 SIGNED AND SEALED on this date: _____.

15 **JEANNE HICKS**

16 _____
17 Clerk of the Yavapai County
18 Superior Court

19 By _____
20 Deputy Clerk
21
22
23
24



27001 Agoura Road Suite# 350
Calabasas, CA 91301
Office# (866) 571-1587

Relocation Assistance Program

Property Address: [REDACTED]

Loan [REDACTED]

1. The Owner of the above-referenced property has obtained title as a consequence of a foreclosure sale. You may have already received, or you will shortly receive, a notice to vacate or quit from the Owner's attorneys, confirming that the Owner is seeking to recover possession of the Property. In the event you choose not to participate in the Relocation Assistance Program described in this notice, the Owner shall, in accordance with applicable law, pursue a legal action against you in court.
2. The Relocation Assistance Program provides, subject to terms described herein, that in the event you vacate the Property by 9/30/2010 (referred to herein as the "Delivery Date"), the Owner will make a payment of \$ 750.00 (referred to herein as the "Cash Incentive") to you on that date if said property is vacant and the following conditions have been met. *Broker has no authority to increase the amount of the Cash Incentive or to extend the Delivery Date.
3. Occupant(s) agree to leave the property in the following condition: The interior is free of all debris and personal property and has been left in broom-clean condition; exterior, including yard, garage(s) and storage unit(s) are free of all debris and personal property; and keys to the premises are returned to designated Broker.
4. Occupant(s) agree to cooperate with Owner or their designated Broker to allow reasonable access to Property upon notice of at least 24 hours for the purpose of inspection, appraisal, marketing and showing Property to prospective Purchasers.
5. Occupant(s) shall maintain subject Property and maintain same in good condition and repair. Owner shall be entitled to deduct from Cash Incentive: a) cost of any repairs or damages caused by you between current date and date you vacate Property; and, (b) cost of replacing any fixtures or property removed from Property.
6. Occupant(s) must provide proof that all utilities including water are paid current.
7. If you choose to participate in the Relocation Assistance Program, until the Delivery Date, to the maximum extent permitted by law, (a) Owner shall not be liable for any injury or damage to person or property and his agents harmless from and against any and all claims arising from condition of Property and/or your use and occupancy thereof.
8. If occupant(s) fails to vacate the Premises on scheduled date in Paragraph 2, or fails to comply with any of the requirements in this agreement, this Agreement shall become immediately VOID.
9. IN NO EVENT SHALL THIS NOTICE CONSTITUTE AN ACCEPTANCE OF YOUR CONTINUED OCCUPATION OF THE PROPERTY, AND NOTHING HEREIN SHALL BE DEEMED TO CREATE ANY TENANCY.
10. In the event you wish to take advantage of the Relocation Assistance Program, please return a copy of this notice to the broker, signed by you and all other adult (18 years of age or older) occupants of the Property, as soon as possible, but in no event later than five (5) calendar days before the Delivery Date, at which time you will no longer be eligible to participate in the Program.
11. It is further agreed and attested by their signature(s) on this document that, the Occupant(s) is/are the only adult(s) in possession of the Premises and that no other persons will file or claim any right to possession in connection with the subject premises and that occupant(s) will hold the Owner, their designated agents and assigns harmless from any further actions in connection herewith.

[REDACTED]
Occupant's Signature

9-15-2010
Date

[REDACTED]
Occupant's Signature

9-15-2010
Date

9/15/2010